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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

LOS ANGELES WATERKEEPER, a  
California non-profit association,  
  
Plaintiff,  
  
v.  
  
SCORPIO ENTERPRISES, INC., a  
California corporation; AIREMASTERS  
AIR CONDITIONING, INC., a California  
Corporation,  
  
Defendants.

Case No.: 2:24-cv-06500-PA-JC  
**CONSENT DECREE**

**CONSENT DECREE**

**WHEREAS**, Plaintiff Los Angeles Waterkeeper (“LA Waterkeeper” or “Plaintiff”) is a 501(c)(3) non-profit public benefit corporation organized under the laws of the State of California, with its main office in Los Angeles, California;

**WHEREAS**, LA Waterkeeper is dedicated to the preservation, protection and defense of the surface, ground, coastal, and ocean waters of Los Angeles County from all sources of pollution and degradation;

**WHEREAS**, Defendants Scorpio Enterprises, Inc. and AireMasters Air Conditioning, Inc. (“Defendants”) own and operate a facility at 12556 McCann Drive, Santa Fe Springs, California 90670, under Waste Discharger Identification number 4 19I029858 (“Facility”);

**WHEREAS**, the Facility’s industrial activities consist of manufacturing custom commercial heating, ventilation, and air conditioning (“HVAC”) systems. Defendants engage in metal fabrication activities such as manufacturing metal ducts and exhaust fans, and compiling components of HVAC systems. The Facility is categorized under Standard Industrial Classification (“SIC”) Code 3444 (Sheet Metal Work);

**WHEREAS**, storm water discharges associated with industrial activity at the Facility are regulated by the National Pollutant Discharge Elimination System (“NPDES”) General Permit No. CAS000001 [State Water Resources Control Board], Water Quality Order 2014-0057-DWQ, as amended by Order Nos. 2015-0122-DWQ and 2018-0028-DWQ incorporating: 1) Federal Sufficiently Sensitive Test Method Ruling; 2) Total Maximum Daily Load Implementation Requirements; and 3) Statewide Compliance Options Incentivizing On-Site or Regional Storm Water Capture and Use, at the Facility (“General Permit” or “Permit”)<sup>1</sup>, and the Federal

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<sup>1</sup> Any references to the “General Permit” or “Permit” herein shall be to the then-effective version, regardless of whether such changes are the result of amendments, revisions, reissuance, or similar modification of material terms. Any reference in this Consent Decree to specific sections or subsections of the General Permit that are moved, modified, or

1 Water Pollution Control Act, 33 U.S.C. §§ 1251, *et seq.* (“Clean Water Act” or  
2 “CWA”), Sections 301(a) and 402, 33 U.S.C. §§ 1311(a), 1342;

3 **WHEREAS**, Plaintiff alleges that Defendants’ operations at the Facility may  
4 result in discharges of pollutants into waters of the United States and are regulated by  
5 the Clean Water Act Sections 301(a) and 402. 33 U.S.C. §§ 1311(a), 1342;

6 **WHEREAS**, the General Permit requires all permittees, including Defendants,  
7 to comply with, *inter alia*, the following mandates: (1) develop and implement a  
8 storm water pollution prevention plan and a storm water monitoring implementation  
9 plan; (2) control pollutant discharges using, as applicable, best available technology  
10 economically achievable or best conventional pollutant control technology to prevent  
11 or reduce pollutants through the development and application of Best Management  
12 Practices, which must be detailed in and timely updated in the SWPPP; (3) reduce  
13 and eliminate discharges necessary to comply with any and all applicable Water  
14 Quality Standards; and (4) implement a monitoring and reporting program, including  
15 the MIP, designed to assess compliance with the Permit;

16 **WHEREAS**, on May 24, 2024, Plaintiff issued a notice of intent to file suit  
17 (“60-Day Notice Letter”) to Defendants, their registered agent, the Administrator of  
18 the United States Environmental Protection Agency (“EPA”), the Executive Director  
19 of the State Water Resources Control Board (“State Board”), the Executive Director  
20 of the California Regional Water Quality Control Board, Los Angeles Region,  
21 (“Regional Board”), the Regional Administrator of EPA Region IX, and the Attorney  
22 General of the United States Department of Justice, alleging violations of the Clean  
23 Water Act and the General Permit;

24 **WHEREAS**, on August 1, 2024, LA Waterkeeper filed a complaint against  
25 Defendants in the Central District of California (“Court”), Civil Case No. 2:24-cv-  
26

27  
28 otherwise changed in a subsequent version of the General Permit shall be to such subsequent reference(s) as if set forth  
herein, *e.g.*, the current §XI.B.6.c may be renumbered as §XI.B.7.c, combined into the current §XI.B.6.d, or split into a  
new §XI.B.6.c and §XI.B.6.d.

1 06500-PA-JC (“Complaint”);

2       **WHEREAS**, Plaintiff’s Complaint alleged violations of the General Permit  
3 and the Clean Water Act for Defendants’ discharges of pollutants into storm drains  
4 and surface waters, including San Gabriel River Reaches 1 and 2, San Gabriel River  
5 Estuary, Alamitos Bay, San Pedro Bay, and the Pacific Ocean (collectively,  
6 “Receiving Waters”);

7       **WHEREAS**, Plaintiff and Defendants (collectively, “Settling Parties” or  
8 “Parties”) agree that it is in their mutual interest to enter into a Consent Decree  
9 setting forth terms and conditions appropriate to resolving the allegations set forth in  
10 the 60-Day Notice Letter and Complaint without further proceedings;

11       **WHEREAS**, Defendants intend to work toward attaining of a No Exposure  
12 Certification<sup>2</sup> as defined in the Permit, or, in the alternative, modifying their business  
13 operations such that the Facility no longer engages in industrial activity as defined by  
14 the Permit, and will therefore no longer be required to enroll under the Permit;

15       **WHEREAS**, all actions taken by Defendants pursuant to this Consent Decree  
16 shall be made in compliance with all applicable federal, state and local laws, rules,  
17 and regulations.

18       **NOW, THEREFORE, IT IS HEREBY STIPULATED BETWEEN THE**  
19 **SETTLING PARTIES AND ORDERED AND DECREED BY THE COURT AS**  
20 **FOLLOWS:**

21       1. The Court has jurisdiction over the subject matter of this action pursuant  
22 to Section 505(a)(1)(A) of the CWA, 33 U.S.C. § 1365(a)(1)(A).

23       2. Venue is appropriate in the Central District Court pursuant to Section  
24 505(c)(1) of the CWA, 33 U.S.C. § 1365(c)(1), because the Facility at which the  
25 alleged violations are taking place is located within this District.

26 \_\_\_\_\_  
27 <sup>2</sup> Permit coverage is “conditionally excluded” for discharges of storm water associated with  
28 industrial activities (industrial storm water discharges) if the discharger can certify that industrial  
activities and materials are not exposed to storm water.

1           3.     The Complaint states a claim upon which relief may be granted against  
2 Defendants pursuant to Section 505 of the CWA, 33 U.S.C. § 1365.

3           4.     LA Waterkeeper has standing to bring this action.

4           5.     The Court shall retain jurisdiction over this matter for the purposes of  
5 interpreting, modifying, or enforcing the terms and conditions of this Consent Decree  
6 and adjudicating all disputes among the Parties that may arise under the provisions of  
7 this Consent Decree, for the Term (as defined below) of this Consent Decree  
8 including for as long as necessary for the Court to resolve any motion to enforce this  
9 Consent Decree, but only regarding issues raised within the Term. The Court shall  
10 have the power to enforce this Consent Decree with all available legal and equitable  
11 remedies, including contempt.

12 **I.     OBJECTIVES**

13           6.     It is the express purpose of the Settling Parties through this Consent  
14 Decree to further the objectives of the Clean Water Act, and to resolve all issues  
15 alleged by LA Waterkeeper in its 60-Day Notice Letter and Complaint. These  
16 objectives include compliance with the provisions of this Consent Decree,  
17 compliance with all terms and conditions of the General Permit, and compliance with  
18 all applicable sections of the CWA.

19           7.     In light of these objectives and as set forth fully below, Defendants agree  
20 to comply with the provisions of this Consent Decree, terms and conditions of the  
21 General Permit, and all applicable sections of the CWA at the Facility.

22 **II.    AGENCY REVIEW AND DEFINITIONS**

23 **A.     AGENCY REVIEW OF CONSENT DECREE**

24           8.     Agency Review. Plaintiff shall submit this Consent Decree to the United  
25 States Department of Justice and the United States EPA (the “Federal Agencies”) for  
26 agency review consistent with 40 C.F.R. § 135.5. The agency review period expires  
27 forty-five (45) calendar days after receipt by the Federal Agencies, as evidenced by  
28 certified return receipts, or upon the date that the Federal Agencies provide a no

1 objection letter, whichever is earlier (“Agency Review Period”). In the event that the  
2 Federal Agencies object to entry of this Consent Decree or to any portion of this  
3 Consent Decree, the Parties agree to meet and confer to attempt to resolve the issue(s)  
4 raised by the Federal Agencies. If the Parties are unable to resolve any issue(s) raised  
5 by the Federal Agencies in their comments, the Parties agree to expeditiously seek a  
6 settlement conference with the assigned Magistrate Judge to resolve any issue(s).

7 9. Court Notice. Plaintiff shall notify the Court of the receipt date by the  
8 Federal Agencies, as required by 40 C.F.R. § 135.5, in order to coordinate the Court’s  
9 calendar with the 45-day review period.

10 10. Entry of Consent Decree. Following the expiration of the Agency  
11 Review Period, Plaintiff shall submit the Consent Decree to the Court for entry.

12 **B. DEFINITIONS**

13 11. Unless otherwise expressly defined herein, terms used in this Consent  
14 Decree that are defined in the CWA or in regulations or rules promulgated under the  
15 CWA have the meaning assigned to them in the statutes or regulations or rules.  
16 Whenever terms listed below are used in this Consent Decree, whether or not  
17 capitalized, the following definitions apply:

- 18 a. “BAT” means the Best Available Technology Economically  
19 Achievable.  
20 b. “BCT” means the Best Conventional Pollutant Control  
21 Technology, and collectively with BAT is referred to herein as  
22 “BAT/BCT.”  
23 c. “BMPs” means Best Management Practices as defined in  
24 Attachment C (Glossary) of the General Permit.  
25 d. “Consent Decree” means this Consent Decree and any  
26 attachments or documents incorporated by reference.  
27 e. “Day” means a calendar day. In computing any period of time  
28 under this Consent Decree, where the last day of such period is a

1 Saturday, Sunday, or Federal or State Holiday, the period runs  
2 until the close of business on the next day that is not a Saturday,  
3 Sunday, or Federal or State Holiday.

4 f. “Discharge Point” means each discharge location designated in  
5 the then-current SWPPP for the Facility.

6 g. “Effective Date” means the effective date of this Consent Decree,  
7 which shall be the date of full execution by the Parties.

8 h. “Entry Date” means the day this Consent Decree is approved and  
9 entered by the Court.

10 i. “Forecasted Rain Event” means a forecasted rain event as reported  
11 by the National Oceanic and Atmospheric Administration  
12 (<http://forecast.weather.gov/>) for “90670, Santa Fe Springs, CA,  
13 USA”<sup>3</sup> or as reported to Defendants from their consultant via  
14 email updates.

15 j. “MIP” means a Monitoring Implementation Plan.

16 k. “PPT” means Pollution Prevention Team.

17 l. “Qualified Industrial Storm Water Practitioner” or “QISP” shall  
18 have the definition set forth in Section IX.A.1 of the General  
19 Permit.

20 m. “Qualifying Storm Event” or “QSE” shall have the definition set  
21 forth in Section XI.B.1 of the General Permit.

22 n. “Reporting Year” means the period from July 1 of a given  
23 calendar year to June 30 of the following calendar year.

24 o. “SMARTS” means the California State Water Resources Control  
25 Board’s Stormwater Multiple Application and Report Tracking  
26 System.

27  
28  

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<sup>3</sup> Available at <https://forecast.weather.gov/MapClick.php?lat=33.9353&lon=-118.0643>.



- p. “SWPPP” means a Storm Water Pollution Prevention Plan.
- q. “Term” means the period between the Effective Date and the “Termination Date.”
- r. “Termination Date” means the latest of:
  - i. June 30 following two (2) years from the Effective Date;
  - ii. seven (7) days from the conclusion of any proceeding or process to enforce the Consent Decree initiated prior to June 30 following two (2) years after the Effective Date; or
  - iii. seven (7) days from Defendants’ completion of all payments and other affirmative duties required by this Consent Decree.
- s. “Wet Season” means the period beginning October 1st of any given calendar year and ending June 30th of the following calendar year.

### **III. COMMITMENTS OF THE SETTLING PARTIES**

#### **A. STORM WATER POLLUTION CONTROL BEST MANAGEMENT PRACTICES**

12. Non-Storm Water Discharge Prohibition. Any unauthorized non-storm water discharge, as defined in the General Permit, shall be a violation of this Consent Decree.

13. Current and Additional Best Management Practices. At all times, Defendants shall implement BMPs identified in their SWPPP, and if necessary, shall develop and implement additional BMPs to comply with the General Permit requirement to achieve compliance with BAT/BCT standards, to comply with the applicable water quality standards, and to prevent or reduce contamination in storm water discharges from the Facility in compliance with this Consent Decree.

14. Rain Gauge/Sensor. Defendants shall install and maintain an electronic rain gauge or sensor at the Facility within ten (10) days of the Effective Date. The rain gauge/sensor shall be capable of measuring precipitation down to at least 0.1



1 inches, and record start/stop times and non-cumulative precipitation for each rain  
2 event. During the Term, Defendants shall collect data using the gauge/sensor for all  
3 precipitation events to the nearest 0.1 inch, including start/stop times. Data from the  
4 rain gauge/sensor shall be conclusive of precipitation quantities and timing for  
5 purposes of this Consent Decree.

6 15. Structural and Non-Structural BMPs for the Facility. As soon as possible  
7 but no later than forty-five (45) days of the Effective Date, unless otherwise noted,  
8 Defendants shall develop and implement the following BMPs at the Facility:

- 9 a. Patch, pave, or otherwise resurface areas of degraded pavement,  
10 concrete, or asphalt throughout the Facility;
- 11 b. Implement a sweeping program using a push sweeper and/or  
12 vacuuming on all paved areas at least once per month outside of  
13 the Wet Season, and weekly, or as necessary prior to a Forecasted  
14 Rain Event, during the Wet Season;
- 15 c. Employ and secure wattles/filters/filtration socks (biochar or other  
16 equivalent media) as appropriate to remove sediments, metals, and  
17 organic materials in storm water discharged from the Facility, and  
18 configure such wattles/filters/socks to achieve maximum contact  
19 time with storm water prior to discharge. Defendants shall,  
20 thereafter, employ and secure new wattles/filters/socks in the same  
21 manner annually prior to the start of the Wet Season, no later than  
22 September 15<sup>th</sup>;
- 23 d. During each Wet Season, as necessary, replace the  
24 wattles/filters/socks when degraded or ineffective;
- 25 e. Institute an equipment and vehicle maintenance program that  
26 ensures:
  - 27 i. no maintenance activities occur outdoors during wet  
28 weather, unless such maintenance is required for safe

operation of the Facility, *e.g.*, the forklift breaks down in a location that prevents ingress/egress;

ii. vehicle maintenance activities occur only in designated work areas or beneath covered areas; and

iii. when maintenance activities must be performed outdoors, action shall be taken to immediately contain, capture, and clean up any discharge or spills of waste fluids to the ground; and

f. Within seven (7) days of each of the BMPs in Paragraphs 15.a and 15.c above being implemented, Defendants shall confirm to LA Waterkeeper in writing, with representative photographs, that such BMP has been implemented as set forth above.

**B. SAMPLING AT THE FACILITY**

16. Defendants shall continue to follow the monitoring program that is consistent with the General Permit. Defendant shall continue to use the sampling point at Outfall-01 at the location depicted on the map as its sampling location on the SWPPP uploaded to SMARTS on December 31, 2024.

17. During the Term, Defendants shall collect samples of storm water discharge from such sampling location from four (4) Qualifying Storm Events in the 2024-2025 Reporting Year, and four (4) Qualifying Storm Events during each subsequent Reporting Year during the Term. Such sampling shall take place as soon as possible within the four (4) hour period required by the General Permit § XI.B.5. If Defendants would have been required to collect samples during a rain event pursuant to this Consent Decree had such rain event produced a discharge, but Defendants did not collect samples because such rain event did not produce a discharge, then Defendants shall document the inability to sample by taking representative photographs during the rain event of each Discharge Point from which no discharge occurred. Defendants shall submit such representative photographs to LA

1 Waterkeeper by email, along with rain gauge/sensor data for the date of such rain  
2 event, within five (5) days of a written request for such records by LA Waterkeeper.

3 18. Sampling Parameters. All samples collected pursuant to this Consent  
4 Decree shall be analyzed for the parameters listed in Table 1. Should Defendants  
5 intend to conduct sampling for any additional parameters that are listed in 40 C.F.R. §  
6 131.38 and/or in the General Permit for any reason, including without limitation as a  
7 result of changed operations, a revised pollutant source assessment, or a new mandate  
8 from a regulatory agency, such parameter shall be incorporated into this Consent  
9 Decree as if listed in Table 1 for all purposes, including any Action Plan requirements  
10 (as defined below). Defendants shall notify LA Waterkeeper if they conduct sampling  
11 for any additional parameters within two (2) weeks of such sampling. The NAL for  
12 such parameters shall be the applicable Table 1 limit hereunder.

13 19. Laboratory and Holding Time. Except for pH samples, Defendants shall  
14 deliver all samples to a California-certified environmental laboratory for analysis  
15 within allowable hold times, pursuant to 40 C.F.R. Part 136. Analysis of pH will be  
16 completed onsite using a portable instrument that is calibrated and used according to  
17 the manufacturer's instructions.

18 20. Detection Limit. Defendants shall request that the laboratory use  
19 analytical methods adequate to detect the individual pollutants at or below the values  
20 specified in the General Permit.

21 21. Reporting. Defendants shall provide complete laboratory results of all  
22 samples collected at the Facility to LA Waterkeeper within two (2) weeks of  
23 receiving the laboratory report with the results.

24 **C. REDUCTION OF POLLUTANTS IN DISCHARGES**

25 22. Table 1 Numeric Limits. Defendants shall develop and implement BMPs  
26 for storm water discharges from the Facility that reduce pollutant concentrations to  
27 levels at or below those in Table 1.

**TABLE 1<sup>4</sup>**

Parameter	Numeric Limit	Source of Limit
pH	<6 or >9 SU (instantaneous)	NAL
Oil & Grease	15 mg/L (annual); 25 mg/L (instantaneous)	NAL
Total Suspended Solids	100 mg/L (annual); 400 mg/L (instantaneous)	NAL
Iron	1.0 mg/L (annual)	NAL
Aluminum	0.75 mg/L (annual)	NAL
Lead	0.262 mg/L (annual)	NAL
Zinc	0.26 mg/L (annual)	NAL

23. Table 1 Exceedances. An “Exceedance” of Table 1 is defined as follows: where the concentration of any pollutant in any two (2) storm water samples from a given Facility within a Reporting Year exceeds the applicable annual value in Table 1;<sup>5</sup> or where the concentration of any pollutant in any one (1) storm water sample from a given Facility exceeds the applicable instantaneous value in Table 1. An Exceedance shall constitute a violation of this Consent Decree.

24. Action Plan. As of the Effective Date, and for the remainder of the Term, if (a) Defendants have an unauthorized non-storm water discharge in violation of Paragraph 12, or (b) storm water samples demonstrate an Exceedance as defined above, Defendants shall prepare and submit to LA Waterkeeper a plan for reducing

<sup>4</sup> The numeric limits listed in Table 1 are for reference only, and the Table 1 limit applicable to each parameter shall be the then-effective limit provided by the applicable source, e.g., if the NAL for iron is either increased to 1.1 mg/L or decreased to 0.90 mg/L, such new NAL, and not 1.0 mg/L, shall be used as the Table 1 limit for the purposes of this Consent Decree as if set forth herein. If the source of a limit in Table 1 is revised to no longer provide a limit for a given parameter, e.g., the NAL for iron being removed, then the Parties shall meet and confer regarding the applicable Table 1 limit for such parameter for the purposes of this Consent Decree.

<sup>5</sup> As examples: (i) samples from both Sample Point 1 and Sample Point 2 exceeding the 100 mg/L standard for TSS on December 28, 2024; (ii) samples from Sample Point 1 exceeding the 100 mg/L standard for TSS on December 28, 2024 and on March 15, 2025; or (iii) a sample from Sample Point 1 exceeding the 100 mg/L standard for TSS on December 28, 2024, and a sample from Sample Point 2 exceeding the 100 mg/L standard for TSS on March 15, 2025.

1 and/or eliminating the relevant discharge of pollutants for the Facility and/or  
2 achieving compliance with the non-storm water discharge prohibition (“Action  
3 Plan”). The complete Action Plan shall be submitted to LA Waterkeeper within thirty  
4 (30) days of (a) the applicable unauthorized non-storm water discharge or (b) the  
5 receipt of the laboratory report demonstrating the Exceedance, as applicable.

6 a. Action Plan Requirements. Each complete Action Plan submitted  
7 shall include at a minimum: (1) the identification of the  
8 pollutant(s) discharged in excess of the numeric limit(s) and/or the  
9 applicable unauthorized non-storm water discharge; (2) an  
10 assessment of the source of each pollutant exceedance and/or  
11 applicable unauthorized non-storm water discharge; (3) the  
12 identification of additional BMPs that shall be implemented to  
13 achieve compliance with the numeric limit(s) and/or unauthorized  
14 non-storm water discharge prohibition, as well as the design plans  
15 of these additional BMPs; and (4) time schedules for  
16 implementation of the proposed BMPs. The time schedule(s) for  
17 implementation shall ensure that all BMPs are implemented as  
18 soon as possible, but in no event later than ninety (90) days  
19 following the submission of the Action Plan, unless a later  
20 implementation date is mutually agreed upon by the Settling  
21 Parties. Within seven (7) days of each of the BMPs set forth in the  
22 Action Plan being implemented, Defendants shall confirm to LA  
23 Waterkeeper in writing, with representative photographs, that such  
24 BMP has been implemented as set forth in the Action Plan.

25 b. Action Plan Proposed BMPs. The following BMPs should  
26 generally be evaluated for inclusion in Action Plans to attain the  
27 Table 1 levels in the Facility’s storm water discharges:

28 i. Hydrologic Controls. Installation of additional berms or

1 equivalent structural controls necessary to reduce or prevent  
2 storm water from flowing off site other than through the  
3 engineered storm water conveyance system or storm water  
4 retention or treatment facilities.

5 ii. Sweeping. The increased/more frequent use of sweepers  
6 and manual sweeping in otherwise inaccessible areas and/or  
7 implementing a sweeping program using a mechanical ride-  
8 on sweeper.

9 iii. Downspout Filters. Install downspout filters effective at  
10 treating metals on each of the Facility's downspouts.

11 iv. Treatment Systems. Installing additional components or  
12 systems, or otherwise improving, an advanced storm water  
13 treatment system, or making changes to the operation and  
14 maintenance protocols for such system, to provide more  
15 effective filtration treatment of storm water prior to  
16 discharge.

17 v. Evaluation of Existing BMPs. Replacing, rehabilitating, or  
18 eliminating existing BMPs, taking into account the age of  
19 the BMPs involved or employed, the engineering aspect of  
20 the application of various BMPs, and any adverse  
21 environmental impact of the BMPs.

22 c. Action Plan Review. LA Waterkeeper shall have thirty (30) days  
23 upon receipt of Defendants' complete Action Plan to provide  
24 Defendants with comments. Within thirty (30) days of receiving  
25 LA Waterkeeper's proposed revisions to an Action Plan,  
26 Defendants shall consider each of LA Waterkeeper's  
27 recommended revisions and accept them or justify in writing why  
28 any comment is not incorporated. Action Plan(s) developed and

1 implemented pursuant to this Consent Decree are an obligation of  
2 this Consent Decree. Any disputes as to the adequacy of an Action  
3 Plan shall be resolved pursuant to the dispute resolution  
4 provisions of this Consent Decree, set out in Section IV below.  
5 Disputes regarding the adequacy of a particular BMP shall not  
6 impact the schedule for implementing any other BMP set forth in  
7 the Action Plan.

8 d. If the Action Plan identifies any changes requiring SWPPP  
9 revision, Defendants shall revise the then-current SWPPP to  
10 reflect the changes required by the Action Plan, as set forth in  
11 Paragraph 29.b.i. below.

12 e. Action Plan Payments. Defendants shall pay Three Thousand  
13 Dollars (\$3,000.00) each time an Action Plan is submitted to LA  
14 Waterkeeper. Payments are due at the same time that the  
15 applicable Action Plan is submitted and shall be made to “Los  
16 Angeles Waterkeeper” via certified mail, return receipt requested  
17 to Los Angeles Waterkeeper, c/o Senior Attorney, 360 E. 2nd  
18 Street, Suite 250, Los Angeles, CA 90012. Failure to submit a  
19 payment as required under this Paragraph will constitute a breach  
20 of the Consent Decree.

21 **D. VISUAL OBSERVATIONS**

22 25. Storm Water Discharge Observations. During the Term, trained staff of  
23 Defendants shall conduct visual observations which shall comply with all  
24 requirements of Section XI.A.2 of the General Permit.

25 26. Monthly Visual Observations. During the Term, trained staff of  
26 Defendants shall conduct monthly non-storm water visual observations of the  
27 Facility. Such inspections shall comply with all requirements of Section XI.A.1 of the  
28 General Permit.



1           27. Visual Observations Records. Defendants shall maintain observation  
2 records, including representative photographs, to document compliance with the  
3 Permit. Such records shall include, but not be limited to, the persons who completed  
4 the inspection, the date of the inspection, and notes sufficient to describe the  
5 completed activity and all observations thereof, which may include: (i) whether  
6 BMPs are in a proper, working condition; (ii) whether any repair, replacement, or  
7 operation and maintenance is needed for any BMPs; or (iii) other conditions that have  
8 the potential to lead to pollutant loading in storm water discharges; and (iv)  
9 representative photographs of all the foregoing. Defendants shall provide LA  
10 Waterkeeper with a copy of those records within seven (7) days of receipt of a written  
11 request from LA Waterkeeper for those records.

12           28. Employee Training Program. Within thirty (30) days of the Effective  
13 Date, Defendants shall develop and implement an employee training program that  
14 meets the following requirements and ensures (1) that there is a sufficient number of  
15 employees at the Facility designated to achieve compliance with the General Permit  
16 and this Consent Decree (“Designated Employees”), and (2) that these Designated  
17 Employees are properly trained to perform the activities required by the General  
18 Permit and this Consent Decree (“Training Program”):

- 19           a. Materials. Training materials should include, at minimum, a  
20 detailed Training Manual or Standard Operating Procedure,  
21 including drawings and diagrams where appropriate, for reference  
22 and use by Defendants’ personnel to ensure effective  
23 implementation of all BMPs at the Facility;
- 24           b. Language. The training and training materials shall be available  
25 and offered in the language(s) in which relevant employees are  
26 fluent.;
- 27           c. Training Frequency. Training shall be provided by a QISP  
28 familiar with the requirements of this Consent Decree and the

1 General Permit, and shall be repeated as necessary to ensure that  
2 all relevant employees are familiar with the requirements of this  
3 Consent Decree, the Permit, and the Facility's SWPPP. All  
4 relevant new staff shall receive this training before assuming  
5 responsibilities for implementing the SWPPP;

- 6 d. Sampling Training. Defendants shall designate an adequate  
7 number of employees necessary to collect storm water samples as  
8 required by this Consent Decree, including training to ensure  
9 samples are properly collected, stored, and submitted to a certified  
10 laboratory;
- 11 e. Visual Observation Training. Defendants shall provide training on  
12 how and when to properly conduct visual observations to  
13 Designated Employees;
- 14 f. Non-Storm Water Discharge Training. Defendants shall train all  
15 Designated Employees at the Facility on the General Permit's  
16 prohibition of unauthorized non-storm water discharges, so that  
17 Designated Employees know what non-storm water discharges are  
18 and how to detect and prevent unauthorized non-storm water  
19 discharges;
- 20 g. Employees. All Designated Employees at the Facility shall  
21 participate in the Training Program annually. New Designated  
22 Employees shall participate in the Training Program within thirty  
23 (30) days of their hiring date; and
- 24 h. Records. Defendants shall maintain training records to document  
25 compliance with this Paragraph and shall provide LA Waterkeeper  
26 with a copy of these records within fourteen (14) days of receipt  
27 of a written request.

28 29. SWPPP Revisions.

- 1           a.     Initial SWPPP Revisions. Defendants shall amend the Facility's  
2           SWPPP to incorporate the requirements in this Consent Decree  
3           and comply with the General Permit and submit the complete,  
4           updated SWPPP to LA Waterkeeper within thirty (30) days of the  
5           Effective Date for LA Waterkeeper's review and comment. The  
6           complete, updated SWPPP shall contain, at a minimum, the  
7           following elements:
- 8           i.     A revised pollutant source assessment of the potential for  
9           the Facility's storm water discharges to contain pollutants  
10          for which the Receiving Waters are 303(d) listed and/or  
11          have Total Maximum Daily Loads;
- 12          ii.    A description and assessment of each industrial activity  
13          with the potential to impact storm water quality occurring at  
14          the Facility as required by Section X.G of the General  
15          Permit;
- 16          iii.   Descriptions of all BMPs deemed appropriate for this Site  
17          in accordance with Section X.H.4 of the General Permit,  
18          including without limitation BMPs required by this Consent  
19          Decree;
- 20          iv.   Describe steps to take prior to a Forecasted Rain Event,  
21          including: (1) inspect all wattles/filters/socks deployed at  
22          the Facility; (2) remove any exposed waste material; and (3)  
23          cover all industrial materials and equipment (including  
24          without limitation, dollies and hand trucks), debris and  
25          scrap bins, and trash cans with tarps, lids, or other coverings  
26          sufficient to prevent exposure to rainfall, including without  
27          limitation those stored outside and where roof protection is  
28          inadequate, or otherwise move them into a covered

1 structure adequate to prevent exposure to rainfall; and

- 2 v. A site map that complies with Section X.E of the General  
3 Permit and provisions of this Consent Decree, including  
4 accurately depicting the different drainage areas and flows  
5 (including flow from the roofs), and the location of the  
6 Facility's downspouts.

7 b. Additional SWPPP Revisions.

- 8 i. Within thirty (30) days after approval of any Action Plan by  
9 LA Waterkeeper (or resolution pursuant to Dispute  
10 Resolution), if the Action Plan requires revisions to  
11 Defendants' SWPPP, Defendants shall revise the then-  
12 current SWPPP to reflect the changes required by the  
13 Action Plan and submit the complete, updated SWPPP to  
14 LA Waterkeeper for LA Waterkeeper's review and  
15 comment subject to Paragraph 29.c below.
- 16 ii. Within thirty (30) days after any changes in industrial  
17 activities or sources of industrial pollutants, changes to  
18 Discharge Points, or changes to sections of the SWPPP  
19 identified in the SWPPP as requiring a SWPPP revision,  
20 Defendants shall revise the then-current SWPPP to reflect  
21 such changes and provide to LA Waterkeeper for LA  
22 Waterkeeper's review and comment subject to Paragraph  
23 29.c below.

- 24 c. Review of SWPPP. For the initial SWPPP update pursuant to  
25 Paragraphs 29.a and any substantive<sup>6</sup> SWPPP updates pursuant to  
26

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27 <sup>6</sup> If Defendants intend to make what they believe are non-substantive changes to a SWPPP, Defendants shall notify LA  
28 Waterkeeper of such changes and LA Waterkeeper may request an opportunity to comment on them pursuant to  
Paragraph 28.c.

1 29.b, LA Waterkeeper shall have thirty (30) days upon receipt of  
2 Defendants' complete SWPPP to provide Defendants with  
3 comments. Within thirty (30) days of receiving LA Waterkeeper's  
4 comments and proposed changes to the SWPPP, Defendants shall  
5 consider each of the comments and proposed changes and either  
6 accept them or justify in writing why a change is not incorporated.  
7 The Parties agree to work in good faith to resolve any disputes  
8 with respect to the SWPPP, and any remaining disputes will be  
9 resolved through timely initiation of the dispute resolution  
10 procedures in Section IV below. Following its incorporation of  
11 proposed modification or additions (if any) into each revised  
12 SWPPP, Defendants shall upload the revised SWPPP to  
13 SMARTS.

14 **E. COMPLIANCE MONITORING AND REPORTING**

15 30. LA Waterkeeper may conduct one annual site inspection ("Site  
16 Inspection") during each Reporting Year during the Term for the purpose of ensuring  
17 compliance with this Consent Decree and the General Permit. In the event of a  
18 dispute regarding Defendants' compliance with this Consent Decree, and provided a  
19 Site Inspection would be relevant to resolving the Parties' dispute, the Parties agree to  
20 meet and confer regarding an additional Site Inspection at Plaintiff's request. Plaintiff  
21 shall not unreasonably request, and Defendants shall not unreasonably deny, one  
22 additional Site Inspection. Any Site Inspection shall occur during normal business  
23 hours, and LA Waterkeeper will provide Defendants with at least seventy-two (72)  
24 hours' notice prior to a Site Inspection in anticipation of dry weather and at least  
25 twenty-four (24) hours' notice prior to a Site Inspection in anticipation of wet  
26 weather. For any Site Inspection requested to occur in wet weather, Plaintiff shall be  
27 entitled to adjust timing or reschedule during normal business hours in the event the  
28 forecast changes and anticipated precipitation appears unlikely, and thus frustrates the

1 purpose of visiting the Facility in wet weather. Notice will be provided by electronic  
2 mail to the individual(s) designated below at Paragraph 57. LA Waterkeeper shall be  
3 permitted to take photographs or video recording during any Site Inspection.

4 31. Document Provision. During the Term, Defendants shall notify and  
5 submit documents to LA Waterkeeper as follows:

- 6 a. Defendants shall copy LA Waterkeeper, by electronic mail to the  
7 individual(s) designated below at Paragraph 57, on all of the  
8 following when submitted to the Regional Board, the State Board,  
9 and/or any state or local agency, county or municipality: (1)  
10 compliance documents; (2) monitoring and/or sampling data; (3)  
11 written communications and/or correspondences related to storm  
12 water quality at the Facility (except automated or non-substantive  
13 replies and confirmations); and (4) other documents related to  
14 storm water quality at the Facility. Within three (3) business days  
15 of receipt by Defendants, send to LA Waterkeeper, by electronic  
16 mail to the individual(s) designated below at Paragraph 57, any of  
17 the following when submitted to the Regional Board, the State  
18 Board, and/or any state or local agency, county or municipality:  
19 (1) compliance documents; (2) monitoring and/or sampling data;  
20 (3) written communications and/or correspondences related to  
21 storm water quality at the Facility (except automated or non-  
22 substantive replies and confirmations); and (4) other documents  
23 related to storm water quality at the Facility.

24 32. Compliance Monitoring. Defendants shall partially defray costs  
25 associated with Plaintiff's monitoring of Defendants' compliance with this Consent  
26 Decree during the Term by paying Seven Thousand Five Hundred Dollars  
27 (\$7,500.00) within thirty (30) days of the Entry Date. The payment shall be made  
28 payable to: Coast Law Group, LLP, Attn: Livia Borak Beaudin, 1140 South Coast

1 Highway 101, Encinitas CA 92024. In the event that, pursuant to Paragraph 30, there  
2 is an additional Site Inspection in a given year to resolve a dispute, Defendants shall  
3 reimburse LA Waterkeeper an additional Two Thousand Dollars (\$2,000.00) during  
4 such year, within thirty (30) days after any additional Site Inspection. Payments for  
5 additional Site Inspections to resolve a dispute shall be made via check, made payable  
6 to: “Los Angeles Waterkeeper” via certified mail, return receipt requested to Los  
7 Angeles Waterkeeper, c/o Senior Attorney, 360 E 2nd Street, Suite 250, Los Angeles,  
8 CA 90012. Failure to submit payment as required under this Paragraph will constitute  
9 breach of the Consent Decree.

10 **F. ENVIRONMENTALLY BENEFICIAL PROJECT, LITIGATION FEES AND**  
11 **COSTS, MISSED DEADLINES, AND INTEREST**

12 33. Environmentally Beneficial Project. To fund environmentally beneficial  
13 project activities that will reduce or mitigate the impacts of storm water pollution  
14 from industrial activities occurring in the San Gabriel River Watershed, Defendants  
15 shall make a payment totaling Twenty-Two Thousand Five Hundred Dollars  
16 (\$22,500.00) to the Rose Foundation made within thirty (30) days of the Entry Date.  
17 Failure to submit payment as required under this Paragraph will constitute breach of  
18 the Consent Decree.

19 34. LA Waterkeeper’s Fees and Costs. Defendants shall pay a total of Fifty  
20 Thousand Dollars (\$50,000.00) to LA Waterkeeper to partially reimburse Plaintiff for  
21 their investigation fees and costs, reasonable attorneys’ fees, and other costs incurred  
22 as a result of investigating and filing the lawsuit, and negotiating a resolution of this  
23 matter within thirty (30) days of the Entry Date. The payment shall be made payable  
24 to: Coast Law Group, LLP, Attn: Livia Borak Beaudin, 1140 South Coast Highway  
25 101, Encinitas CA 92024. Failure to submit payment as required under this Paragraph  
26 will constitute breach of the Consent Decree.

27 35. Missed Deadlines. In the event that Defendants fail to submit to LA  
28 Waterkeeper any payment, document, report, or communication required by this



1 Consent Decree, Plaintiff shall first provide notice to Defendants. Defendants have  
2 seven (7) days to cure, otherwise Defendants shall pay a stipulated payment of Two  
3 Hundred Fifty Dollars (\$250) per day. Such stipulated payments shall be made by  
4 check payable to: Rose Foundation for Communities and the Environment, and such  
5 funds shall be used for the sole purpose of funding environmentally beneficial  
6 projects, as described in Paragraph 33. Payment shall be sent via overnight mail to  
7 Rose Foundation, 201 4th Street, Suite 102, Oakland, CA 94607. Defendants agree to  
8 make the stipulated payment within fourteen (14) days after the resolution of the  
9 event that precipitated the stipulated payment liability.

10 36. Interest on Late Payments. Defendants shall pay interest on any  
11 payments, fees, or costs owed pursuant to this Consent Decree that are not received  
12 by the due date. Plaintiff shall first provide notice to Defendants. Defendants have  
13 seven (7) days to cure, otherwise the interest shall accrue starting the next business  
14 day after this cure period and shall be computed at a rate equal to the lower of: (i)  
15 10% per year (0.833% per month); or (ii) the maximum rate permitted by applicable  
16 law. Interest shall continue to accrue daily on any outstanding balance until  
17 Defendants are current on all payments then due under this Consent Decree and shall  
18 be paid at the same time that the payments, fees, or costs owed are paid to LA  
19 Waterkeeper. Interest on late payments shall be paid by check payable to: Rose  
20 Foundation for Communities and the Environment, and such funds shall be used for  
21 the sole purpose of funding environmentally beneficial projects, as described in  
22 Paragraph 33. Payment shall be sent via overnight mail to Rose Foundation, 201 4th  
23 Street, Suite 102, Oakland, CA 94607.

#### 24 **IV. DISPUTE RESOLUTION**

25 37. Meet and Confer. Either Party to this Consent Decree may invoke the  
26 dispute resolution procedures of this Section IV by notifying the other Party in  
27 writing of the matter(s) in dispute and of the disputing Party's proposal for resolution.  
28 The Parties shall then meet and confer in good faith (either telephonically, by

1 videoconference, or in person) within fourteen (14) days of the date of the notice in  
2 an attempt to fully resolve the dispute no later than thirty (30) days from the date of  
3 the meet and confer.

4 38. Settlement Conference. If the Parties cannot resolve a dispute as to the  
5 terms or requirements within this Consent Decree within thirty (30) days from the  
6 date of the meet and confer described in Paragraph 37, the Parties agree that the  
7 dispute may be submitted for formal resolution by filing a motion before the United  
8 States District Court for the Central District of California. The Parties agree to  
9 request an expedited hearing schedule on the motion.

10 39. In resolving any dispute arising from enforcing provisions of the  
11 Consent Decree, the prevailing Party shall be entitled to seek reasonable fees and  
12 costs incurred pursuant to the provisions set forth in Section 505(d) of the Clean  
13 Water Act, 33 U.S.C. § 1365(d), and applicable case law interpreting such provisions,  
14 or as otherwise provided for by statute and/or case law.

15 **V. MUTUAL RELEASE OF LIABILITY AND COVENANT NOT TO SUE**

16 40. Plaintiff's Waiver and Release of Defendants. In consideration of the  
17 above, upon the Effective Date of this Consent Decree, Plaintiff, on its own behalf  
18 and on behalf of its officers and directors, releases Defendants, their officers,  
19 directors, managers, employees, members, parents, subsidiaries, divisions, affiliates,  
20 successors or assigns, agents, attorneys and other representatives, from and waives all  
21 claims that were raised in the 60-Day Notice Letter and/or the Complaint up to and  
22 including the Termination Date of this Consent Decree.

23 41. Defendants' Waiver and Release of Plaintiff. In consideration of the  
24 above, upon the Effective Date of this Consent Decree, Defendants, on their own  
25 behalf and on behalf of their officers, directors, employees, parents, subsidiaries,  
26 affiliates and each of their successors or assigns, release Plaintiff, its officers and  
27 directors, from, and waives all claims related to, the 60-Day Notice Letter and/or the  
28 Complaint up to and including the Termination Date of this Consent Decree.

1           42. Nothing in this Consent Decree limits or otherwise affects Plaintiff's  
2 rights to address or take any position that it deems necessary or appropriate in an  
3 informal or formal proceeding before the State Board, Regional Board, EPA, or any  
4 other judicial or administrative body on any matter relating to Defendants'  
5 compliance at the Facility with the General Permit or the Clean Water Act occurring  
6 or arising after the Effective Date.

7 **VI. MISCELLANEOUS PROVISIONS**

8           43. No Admission of Liability. The Parties enter into this Consent Decree  
9 for the purpose of avoiding prolonged and costly litigation. Neither the Consent  
10 Decree nor any payment pursuant to the Consent Decree shall constitute or be  
11 construed as a finding, adjudication, or acknowledgement of any fact, law or liability,  
12 nor shall it be construed as an admission of violation of any law, rule, or regulation.  
13 Defendants maintain and reserve all defenses to any alleged violations that may be  
14 raised in the future.

15           44. Counterparts. This Consent Decree may be executed in any number of  
16 counterparts, all of which together shall constitute one original document. Telecopy  
17 and/or facsimile copies of original signature shall be deemed to be originally  
18 executed counterparts of this Consent Decree.

19           45. Authority. The undersigned representatives for Plaintiff and Defendants  
20 each certify that they are fully authorized by the Party whom they represent to enter  
21 into this Consent Decree. A Party's signature to this Consent Decree transmitted by  
22 facsimile or electronic mail shall be deemed binding.

23           46. Construction. The language in all parts of this Consent Decree shall be  
24 construed according to its plain and ordinary meaning, except as to those terms  
25 defined in the Permit, the Clean Water Act, or specifically herein. The captions and  
26 paragraph headings used in this Consent Decree are for reference only and shall not  
27 affect the construction of this Consent Decree.

28           47. Full Settlement. This Consent Decree constitutes a full and final

1 settlement of this matter.

2 48. Integration Clause. This is an integrated Consent Decree. This Consent  
3 Decree is intended to be a full and complete statement of the terms of the agreement  
4 between the Parties and expressly supersedes any and all prior oral or written  
5 agreements, covenants, representations, and warranties (express or implied)  
6 concerning the subject matter of this Consent Decree.

7 49. Severability. In the event that any provision, paragraph, section, or  
8 sentence of this Consent Decree is held by a court to be unenforceable, the validity of  
9 the enforceable provisions shall not be adversely affected.

10 50. Choice of Law. The laws of the United States shall govern this Consent  
11 Decree.

12 51. Diligence. Defendants shall diligently file and pursue all required permit  
13 applications for any required BMPs and shall diligently procure contractors, labor,  
14 and materials needed to complete all BMPs by the required deadlines.

15 52. Effect of Consent Decree. Compliance with this Consent Decree does  
16 not mean that Defendants are complying with the General Permit, the Clean Water  
17 Act, or any other law, rule, or regulation.

18 53. Negotiated Settlement. The Settling Parties have negotiated this Consent  
19 Decree and agree that it shall not be construed against the Party preparing it but shall  
20 be construed as if the Settling Parties jointly prepared this Consent Decree, and any  
21 uncertainty and ambiguity shall not be interpreted against any one Party.

22 54. Modification of the Consent Decree. This Consent Decree, and any  
23 provisions herein, may not be changed, waived, discharged, or terminated unless by a  
24 written instrument, signed by the Parties and approved by the Court. Any request to  
25 modify any provision of the Consent Decree, including but not limited to any  
26 deadline(s) set forth herein, must be made in writing at least fourteen (14) days before  
27 the existing deadline(s) applicable to the provision(s) proposed to be modified.

28 55. Assignment. Subject only to the express restrictions contained in this

1 Consent Decree, all of the rights, duties and obligations contained in this Consent  
2 Decree shall inure to the benefit of and be binding upon the Parties, and their  
3 successors and assigns. Defendants shall notify Plaintiff within ten (10) days of any  
4 assignment.

5       56. Force Majeure. Neither of the Parties shall be considered to be in default  
6 in the performance of any of their respective obligations under this Consent Decree  
7 when performance becomes impossible due to a Force Majeure event. A Force  
8 Majeure event is any circumstance beyond a Settling Party's control, including  
9 without limitation, any act of God, war, fire, earthquake, flood, windstorm, pandemic,  
10 public health crisis, or natural catastrophe; criminal acts; civil disturbance, vandalism,  
11 sabotage, or terrorism; restraint by court order or public authority or agency; or action  
12 or non-action by, or inability to obtain the necessary authorizations or approvals from  
13 any governmental agency. A Force Majeure event shall not include normal inclement  
14 weather, economic hardship, inability to pay, or employee negligence. Any Party  
15 seeking to rely upon this Paragraph to excuse or postpone performance shall have the  
16 burden of establishing that it could not reasonably have been expected to avoid the  
17 Force Majeure event and which by exercise of due diligence has been unable to  
18 overcome the failure of performance. The Parties shall exercise due diligence to  
19 resolve and remove any Force Majeure event.

20       57. Correspondence. All notices required herein or any other correspondence  
21 pertaining to this Consent Decree shall be, the extent feasible, sent via electronic mail  
22 transmission to the e-mail address listed below, or if electronic mail is not feasible,  
23 then by certified U.S. mail with return receipt, or by hand delivery to the following  
24 addresses:

25 If to Plaintiff:  
26 Los Angeles Waterkeeper  
27 Barak Kamelgard  
28 Benjamin Harris  
Erina Kwon  
Madeleine Siegel

If to Defendant AireMasters Air  
Conditioning:  
Michael Dean  
AireMasters Air Conditioning  
12556 McCann Drive  
Santa Fe Springs, CA 90670

360 E 2<sup>nd</sup> St., Suite 250  
Los Angeles, CA 90012  
Email: [barak@lawwaterkeeper.org](mailto:barak@lawwaterkeeper.org)  
Email: [ben@lawwaterkeeper.org](mailto:ben@lawwaterkeeper.org)  
Email: [erina@lawwaterkeeper.org](mailto:erina@lawwaterkeeper.org)  
Email: [madeleine@lawwaterkeeper.org](mailto:madeleine@lawwaterkeeper.org)  
Phone: (310) 394-6162

With copies to:  
Livia Borak Beaudin  
Coast Law Group LLP  
1140 South Coast Highway 101  
Encinitas, CA 92024  
Email: [livia@coastlaw.com](mailto:livia@coastlaw.com)  
Email: [natalie@coastlaw.com](mailto:natalie@coastlaw.com)  
Phone: 760-942-8505

[Mdean@airemasters-ac.com](mailto:Mdean@airemasters-ac.com)  
If to Defendant Scorpio Enterprises:

Charles Thompson  
Scorpio Enterprises  
12556 McCann Drive  
Santa Fe Springs, CA 90670  
[Cthompson@airemasters-ac.com](mailto:Cthompson@airemasters-ac.com)

With copies to:  
Megan S. Meadows  
Law Office of Jennifer F. Novak  
500 Silver Spur Road, Suite 206  
Rancho Palos Verdes, CA 90275  
Email: [megan@jfnovaklaw.com](mailto:megan@jfnovaklaw.com)  
Phone: 310-693-0775

Notifications of communications shall be deemed submitted three (3) days after the date that they are postmarked and sent by first-class mail, or immediately after acknowledgement of receipt via email by the receiving Party. Any change of address or addresses shall be communicated in the manner described above for giving notices.


58. If for any reason the Federal Agencies should object to entry of this Consent Decree or to any portion of this Consent Decree or the Court should decline to approve this Consent Decree in the form presented, the Parties shall use their best efforts to work together to modify the Consent Decree within thirty (30) days so that it is acceptable to the Federal Agencies or the Court. If the Parties are unable to modify this Consent Decree in a mutually acceptable manner that is also acceptable to the Court, this Consent Decree shall immediately be null and void as well as inadmissible as a settlement communication under Federal Rule of Evidence 408 and California Evidence Code section 1152.

The Parties hereto enter into this Consent Decree and submit it to the Court for its approval and entry as a final judgment.

1 IN WITNESS WHEREOF, the undersigned have executed this Consent Decree  
2 as of the date first set forth below.

3 APPROVED AS TO CONTENT

4  
5 Dated: January 16, 2025

6 By:   
7 Bruce Reznik  
8 Executive Director  
9 Los Angeles Waterkeeper

10 Dated: \_\_\_\_\_, 2025

11 By: \_\_\_\_\_  
12 Michael Dean  
13 President  
14 AireMasters Air Conditioning, Inc.

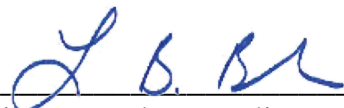
15 Dated: \_\_\_\_\_, 2025

16 By: \_\_\_\_\_  
17 Charles Thompson  
18 President/CEO  
19 Scorpio Enterprises, Inc.

20 APPROVED AS TO FORM

21 COAST LAW GROUP, LLP

22 Dated: January 16, 2025

23 By:   
24 Livia Borak Beaudin  
25 Attorney for Plaintiff  
26 Los Angeles Waterkeeper  
27  
28



1 its approval and entry as a final judgment.

2  
3 IN WITNESS WHEREOF, the undersigned have executed this Consent Decree  
4 as of the date first set forth below.

5 APPROVED AS TO CONTENT

6  
7 Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_

Bruce Reznik  
Executive Director  
Los Angeles Waterkeeper

8  
9  
10  
11 Dated: 1/14, 2025

By: 

Michael Dean  
President  
AireMasters Air Conditioning, Inc.

12  
13  
14  
15 Dated: January 14, 2025

By: 

Charles Thompson  
President/CEO  
Scorpio Enterprises, Inc.

16  
17  
18  
19 APPROVED AS TO FORM

20 COAST LAW GROUP, LLP

21  
22  
23 Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_

Livia Borak Beaudin  
Attorney for Plaintiff  
Los Angeles Waterkeeper

Law Office of Jennifer F. Novak

Dated: January 17, 2025

By: 


Megan S. Meadows  
Attorney for Defendants  
AireMasters Air Conditioning, Inc.  
and Scorpio Enterprises, Inc.

**IT IS SO ORDERED.  
FINAL JUDGMENT**

Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between the Plaintiff and Defendants.

Dated: May 06, 2025

CENTRAL DISTRICT OF CALIFORNIA

  
The Honorable Percy Anderson  
United States District Court Judge

Law Office of Jennifer F. Novak

Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_

Megan S. Meadows  
Attorney for Defendants  
AireMasters Air Conditioning, Inc.  
and Scorpio Enterprises, Inc.

**IT IS SO ORDERED.  
FINAL JUDGMENT**

Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between the Plaintiff and Defendants.

Dated: \_\_\_\_\_

CENTRAL DISTRICT OF CALIFORNIA

\_\_\_\_\_  
The Honorable Percy Anderson  
United States District Court Judge